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7 UNITED STATES DISTRICT COURT  
8 CENTRAL DISTRICT OF CALIFORNIA

9 KATHERINE LEWIS, an individual,  
10 Plaintiff,

11 v.

12 ADP TECHNOLOGY SERVICES,  
13 INC., a Delaware corporation; and  
14 DOES 1-50 inclusive,  
15 Defendant.

Case No. 2:23-cv-02583-SPG-PD

STIPULATED PROTECTIVE  
ORDER

16  
17 1. A. PURPOSES AND LIMITATIONS

18 Discovery in this action is likely to involve production of confidential,  
19 proprietary, or private information for which special protection from public  
20 disclosure and from use for any purpose other than prosecuting this litigation may be  
21 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter  
22 the following Stipulated Protective Order. The parties acknowledge that this Order  
23 does not confer blanket protections on all disclosures or responses to discovery and  
24 that the protection it affords from public disclosure and use extends only to the  
25 limited information or items that are entitled to confidential treatment under the  
26 applicable legal principles.

27 B. GOOD CAUSE STATEMENT

28 This action is likely to involve confidential, proprietary, and/or financial

1 information for which special protection from public disclosure and from use for any  
2 purpose other than prosecution of this action is warranted. Such confidential and  
3 proprietary materials and information consist of, among other things, confidential  
4 business or financial information, information regarding confidential business  
5 practices, or other confidential research, development, or commercial information  
6 (including information implicating privacy rights of third parties), sensitive medical  
7 information, compensation information about third parties, information regarding  
8 confidential compensation policies and procedures, and information otherwise  
9 generally unavailable to the public, or which may be privileged or otherwise  
10 protected from disclosure under state or federal statutes, court rules, case decisions,  
11 or common law. Accordingly, to expedite the flow of information, to facilitate the  
12 prompt resolution of disputes over confidentiality of discovery materials, to  
13 adequately protect information the parties are entitled to keep confidential, to ensure  
14 that the parties are permitted reasonable necessary uses of such material in  
15 preparation for and in the conduct of trial, to address their handling at the end of the  
16 litigation, and serve the ends of justice, a protective order for such information is  
17 justified in this matter. It is the intent of the parties that information will not be  
18 designated as confidential for tactical reasons and that nothing be so designated  
19 without a good faith belief that it has been maintained in a confidential, non-public  
20 manner, and there is good cause why it should not be part of the public record of this  
21 case.

#### 22 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

23 The parties further acknowledge, as set forth in Section 12.3, below, that this  
24 Stipulated Protective Order does not entitle them to file confidential information  
25 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and  
26 the standards that will be applied when a party seeks permission from the court to  
27 file material under seal.  
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1        There is a strong presumption that the public has a right of access to judicial  
2 proceedings and records in civil cases. In connection with non-dispositive motions,  
3 good cause must be shown to support a filing under seal. See Kamakana v. City and  
4 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen. Motors  
5 Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony Electrics,  
6 Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require  
7 good cause showing), and a specific showing of good cause or compelling reasons  
8 with proper evidentiary support and legal justification, must be made with respect to  
9 Protected Material that a party seeks to file under seal. The parties' mere designation  
10 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the  
11 submission of competent evidence by declaration, establishing that the material  
12 sought to be filed under seal qualifies as confidential, privileged, or otherwise  
13 protectable—constitute good cause.

14        Further, if a party requests sealing related to a dispositive motion or trial, then  
15 compelling reasons, not only good cause, for the sealing must be shown, and the  
16 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
17 See Pintos v. Pacific Creditors Ass'n, 605 F.3d 665, 677-79 (9th Cir. 2010). For each  
18 item or type of information, document, or thing sought to be filed or introduced under  
19 seal in connection with a dispositive motion or trial, the party seeking protection  
20 must articulate compelling reasons, supported by specific facts and legal  
21 justification, for the requested sealing order. Again, competent evidence supporting  
22 the application to file documents under seal must be provided by declaration.

23        Any document that is not confidential, privileged, or otherwise protectable in  
24 its entirety will not be filed under seal if the confidential portions can be redacted. If  
25 documents can be redacted, then a redacted version for public viewing, omitting only  
26 the confidential, privileged, or otherwise protectable portions of the document, shall  
27 be filed. Any application that seeks to file documents under seal in their entirety  
28 should include an explanation of why redaction is not feasible.

2. DEFINITIONS

2.1 Action: *Katherine Lewis v. ADP Technology Services, Inc. et al.* (Case No. 2:23-cv-02583- SPG-PD).

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

1           2.10 Outside Counsel of Record: attorneys who are not employees of a party  
2 to this Action but are retained to represent or advise a party to this Action and have  
3 appeared in this Action on behalf of that party or are affiliated with a law firm which  
4 has appeared on behalf of that party, and includes support staff.

5           2.11 Party: any party to this Action, including all of its officers, directors,  
6 employees, consultants, retained experts, and Outside Counsel of Record (and their  
7 support staffs).

8           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
9 Discovery Material in this Action.

10          2.13 Professional Vendors: persons or entities that provide litigation  
11 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
13 and their employees and subcontractors.

14          2.14 Protected Material: any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL.”

16          2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
17 from a Producing Party.

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19       3.    SCOPE

20           The protections conferred by this Stipulation and Order cover not only  
21 Protected Material (as defined above), but also (1) any information copied or  
22 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
23 compilations of Protected Material; and (3) any testimony, conversations, or  
24 presentations by Parties or their Counsel that might reveal Protected Material.

25           Any use of Protected Material at trial shall be governed by the orders of the  
26 trial judge. This Order does not govern the use of Protected Material at trial.

27       4.    DURATION  
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1 FINAL DISPOSITION of the action is defined as the conclusion of any  
2 appellate proceedings, or, if no appeal is taken, when the time for filing of an appeal  
3 has run. Except as set forth below, the terms of this protective order apply through  
4 FINAL DISPOSITION of the action. The parties may stipulate that they will be  
5 contractually bound by the terms of this agreement beyond FINAL DISPOSITION,  
6 but will have to file a separate action for enforcement of the agreement once all  
7 proceedings in this case are complete.

8 Once a case proceeds to trial, information that was designated as  
9 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
10 as an exhibit at trial becomes public and will be presumptively available to all  
11 members of the public, including the press, unless compelling reasons supported by  
12 specific factual findings to proceed otherwise are made to the trial judge in advance  
13 of the trial. See Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause”  
14 showing for sealing documents produced in discovery from “compelling reasons”  
15 standard when merits-related documents are part of court record). Accordingly, for  
16 such materials, the terms of this protective order do not extend beyond the  
17 commencement of the trial.

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19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection.  
21 Each Party or Non-Party that designates information or items for protection under  
22 this Order must take care to limit any such designation to specific material that  
23 qualifies under the appropriate standards. The Designating Party must designate for  
24 protection only those parts of material, documents, items, or oral or written  
25 communications that qualify so that other portions of the material, documents, items,  
26 or communications for which protection is not warranted are not swept unjustifiably  
27 within the ambit of this Order.  
28

1 Mass, indiscriminate, or routinized designations are prohibited. Designations  
2 that are shown to be clearly unjustified or that have been made for an improper  
3 purpose (e.g., to unnecessarily encumber the case development process or to impose  
4 unnecessary expenses and burdens on other parties) may expose the Designating  
5 Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it  
7 designated for protection do not qualify for protection, that Designating Party must  
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in  
10 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
12 under this Order must be clearly so designated before the material is disclosed or  
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic  
16 documents, but excluding transcripts of depositions or other pretrial or trial  
17 proceedings), that the Producing Party affix at a minimum, the legend  
18 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
19 contains protected material. If only a portion or portions of the material on a page  
20 qualifies for protection, the Producing Party also must clearly identify the protected  
21 portion(s) (e.g., by making appropriate markings in the margins).

22  
23 A Party or Non-Party that makes original documents available for inspection  
24 need not designate them for protection until after the inspecting Party has indicated  
25 which documents it would like copied and produced. During the inspection and  
26 before the designation, all of the material made available for inspection shall be  
27 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
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documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.



1           6.2   Meet and Confer. The Challenging Party shall initiate the dispute  
2 resolution process under Local Rule 37.1 et seq.

3           6.3   The burden of persuasion in any such challenge proceeding shall be on  
4 the Designating Party. Frivolous challenges, and those made for an improper purpose  
5 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
6 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
7 or withdrawn the confidentiality designation, all parties shall continue to afford the  
8 material in question the level of protection to which it is entitled under the Producing  
9 Party's designation until the Court rules on the challenge.

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11       7.   ACCESS TO AND USE OF PROTECTED MATERIAL

12           7.1   Basic Principles. A Receiving Party may use Protected Material that is  
13 disclosed or produced by another Party or by a Non-Party in connection with this  
14 Action only for prosecuting, defending, or attempting to settle this Action. Such  
15 Protected Material may be disclosed only to the categories of persons and under the  
16 conditions described in this Order. When the Action has been terminated, a  
17 Receiving Party must comply with the provisions of section 13 below (FINAL  
18 DISPOSITION).

19           Protected Material must be stored and maintained by a Receiving Party at a  
20 location and in a secure manner that ensures that access is limited to the persons  
21 authorized under this Order.

22           7.2   Disclosure of "CONFIDENTIAL" Information or Items. Unless  
23 otherwise ordered by the court or permitted in writing by the Designating Party, a  
24 Receiving Party may disclose any information or item designated  
25 "CONFIDENTIAL" only to:

26           (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
27 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
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1 to disclose the information for this Action;

2 (b) the officers, directors, and employees (including House Counsel) of the  
3 Receiving Party to whom disclosure is reasonably necessary for this Action;

4 (c) Experts (as defined in this Order) of the Receiving Party to whom  
5 disclosure is reasonably necessary for this Action and who have signed the  
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and Professional  
10 Vendors to whom disclosure is reasonably necessary for this Action and who have  
11 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (g) the author or recipient of a document containing the information or a  
13 custodian or other person who otherwise possessed or knew the information;

14 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
15 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
16 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
17 not be permitted to keep any confidential information unless they sign the  
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
19 agreed by the Designating Party or ordered by the court. Pages of transcribed  
20 deposition testimony or exhibits to depositions that reveal Protected Material may  
21 be separately bound by the court reporter and may not be disclosed to anyone except  
22 as permitted under this Stipulated Protective Order; and

23 (i) any mediator or settlement officer, and their supporting personnel,  
24 mutually agreed upon by any of the parties engaged in settlement discussions.

25 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
26 IN OTHER LITIGATION

27 If a Party is served with a subpoena or a court order issued in other litigation  
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1 that compels disclosure of any information or items designated in this Action as  
2 “CONFIDENTIAL,” that Party must:

3 (a) promptly notify in writing the Designating Party. Such notification shall  
4 include a copy of the subpoena or court order;

5 (b) promptly notify in writing the party who caused the subpoena or order  
6 to issue in the other litigation that some or all of the material covered by the subpoena  
7 or order is subject to this Protective Order. Such notification shall include a copy of  
8 this Stipulated Protective Order; and

9 (c) cooperate with respect to all reasonable procedures sought to be pursued  
10 by the Designating Party whose Protected Material may be affected.

11 If the Designating Party timely seeks a protective order, the Party served  
12 with the subpoena or court order shall not produce any information designated in this  
13 action as “CONFIDENTIAL” before a determination by the court from which the  
14 subpoena or order issued, unless the Party has obtained the Designating Party’s  
15 permission. The Designating Party shall bear the burden and expense of seeking  
16 protection in that court of its confidential material and nothing in these provisions  
17 should be construed as authorizing or encouraging a Receiving Party in this Action  
18 to disobey a lawful directive from another court.

19  
20 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT  
21 TO BE PRODUCED IN THIS LITIGATION

22 (a) The terms of this Order are applicable to information produced by a  
23 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
24 produced by Non-Parties in connection with this litigation is protected by the  
25 remedies and relief provided by this Order. Nothing in these provisions should be  
26 construed as prohibiting a Non-Party from seeking additional protections.

27 (b) In the event that a Party is required, by a valid discovery request, to  
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1 produce a Non-Party's confidential information in its possession, and the Party is  
2 subject to an agreement with the Non-Party not to produce the Non-Party's  
3 confidential information, then the Party shall:

4 (1) promptly notify in writing the Requesting Party and the Non-Party  
5 that some or all of the information requested is subject to a confidentiality agreement  
6 with a Non-Party;

7 (2) promptly provide the Non-Party with a copy of the Stipulated  
8 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
9 specific description of the information requested; and

10 (3) make the information requested available for inspection by the  
11 Non-Party, if requested.

12 (c) If the Non-Party fails to seek a protective order from this court within  
13 14 days of receiving the notice and accompanying information, the Receiving Party  
14 may produce the Non-Party's confidential information responsive to the discovery  
15 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
16 not produce any information in its possession or control that is subject to the  
17 confidentiality agreement with the Non-Party before a determination by the court.  
18 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
19 of seeking protection in this court of its Protected Material.

20  
21 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
23 Protected Material to any person or in any circumstance not authorized under this  
24 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
25 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
26 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
27 persons to whom unauthorized disclosures were made of all the terms of this Order,  
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1 and (d) request such person or persons to execute the “Acknowledgment and  
2 Agreement to Be Bound” that is attached hereto as Exhibit A.

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4 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
5 PROTECTED MATERIAL

6 When a Producing Party gives notice to Receiving Parties that certain  
7 inadvertently produced material is subject to a claim of privilege or other protection,  
8 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
9 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
10 may be established in an e-discovery order that provides for production without prior  
11 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
12 parties reach an agreement on the effect of disclosure of a communication or  
13 information covered by the attorney-client privilege or work product protection, the  
14 parties may incorporate their agreement in the stipulated protective order submitted  
15 to the court.

16  
17 12. MISCELLANEOUS

18 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
19 person to seek its modification by the Court in the future.

20 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
21 Protective Order no Party waives any right it otherwise would have to object to  
22 disclosing or producing any information or item on any ground not addressed in this  
23 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
24 ground to use in evidence of any of the material covered by this Protective Order.

25 12.3 Filing Protected Material. A Party that seeks to file under seal any  
26 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
27 only be filed under seal pursuant to a court order authorizing the sealing of the  
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1 specific Protected Material at issue. If a Party's request to file Protected Material  
2 under seal is denied by the court, then the Receiving Party may file the information  
3 in the public record unless otherwise instructed by the court.

4  
5 13. FINAL DISPOSITION

6 After the final disposition of this Action, as defined in paragraph 4, within 60  
7 days of a written request by the Designating Party, each Receiving Party must return  
8 all Protected Material to the Producing Party or destroy such material. As used in  
9 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
10 summaries, and any other format reproducing or capturing any of the Protected  
11 Material. Whether the Protected Material is returned or destroyed, the Receiving  
12 Party must submit a written certification to the Producing Party (and, if not the same  
13 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
14 (by category, where appropriate) all the Protected Material that was returned or  
15 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
16 abstracts, compilations, summaries or any other format reproducing or capturing any  
17 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
18 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
19 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
20 reports, attorney work product, and consultant and expert work product, even if such  
21 materials contain Protected Material. Any such archival copies that contain or  
22 constitute Protected Material remain subject to this Protective Order as set forth in  
23 Section 4 (DURATION).

24  
25 14. Any violation of this Order may be punished by any and all appropriate  
26 measures including, without limitation, contempt proceedings and/or monetary  
27 sanctions.

1  
2 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
3

4 DATED: June 22, 2023  
5

6 /s/Summer E. Benson  
7 Maurice D. Pessah, Esq.  
8 Summer E. Benson, Esq.  
9 PESSAH LAW GROUP, PC  
Attorneys for Plaintiff

10 DATED: June 22, 2023  
11

12 /s/Shardé T. Skahan  
13 Ryan McCoy  
14 Shardé T. Skahan  
15 Malak Cherkaoui Jaouad  
Attorneys for Defendant

16  
17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
18

19 DATED: June 23, 2023  
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21 Patricia Donahue  
22 Patricia Donahue  
23 United States Magistrate Judge  
24  
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
 that I have read in its entirety and understand the Stipulated Protective Order that  
 was issued by the United States District Court for the Central District of California  
 on [date] in the case of Katherine Lewis v. ADP Technology Services, Inc. et al.  
(Case No. 2:23-cv-02583- SPG-PD). I agree to comply with and to be bound by  
 all the terms of this Stipulated Protective Order and I understand and acknowledge  
 that failure to so comply could expose me to sanctions and punishment in the nature  
 of contempt. I solemnly promise that I will not disclose in any manner any  
 information or item that is subject to this Stipulated Protective Order to any person  
 or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
 the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
 type full name] of \_\_\_\_\_ [print or type full address and telephone number] as  
 my California agent for service of process in connection with this action or any  
 proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_